



CITY OF DETROIT  
 FINANCE DEPARTMENT  
 PURCHASING DIVISION  
 1008 COLEMAN A. YOUNG  
 MUNICIPAL CENTER  
 DETROIT, MICHIGAN 48226  
 PHONE 313-224-4600  
 FAX 313-224-4374

**IF THIS PURCHASE ORDER  
 DOES NOT AGREE WITH THE  
 BID YOU SUBMITTED,  
 PLEASE CONTACT THE  
 PURCHASING DIVISION.**

**Purchase Order**

PURCHASE ORDER NO. 2901809 REVISION 2 PAGE 1

THE ABOVE NUMBER MUST APPEAR ON ALL INVOICES AND SHIPMENTS.

SHIP TO

see release for actual agency  
 Detroit, MI 48226  
 United States

BILL TO

Coleman A Young Municipal Ce  
 2 Woodward Avenue  
 Ste 642  
 Detroit, MI 48226  
 United States

**SUPPLIER**

THE ULTIMATE SOFTWARE GROUP INC  
 2000 ULTIMATE WAY  
 WESTON, FL 33326

SUPPLIER NO. 1121983	DATE OF ORDER/BUYER 09-DEC-14 L White	REVISED DATE/BUYER 14-OCT-15 M Sullivan
PAYMENT TERMS Net 30	SHIP VIA Lowest Cost Carrier	F.O.B. Delivered
FREIGHT TERMS Account of seller	REQUESTOR/DELIVER TO	CONFIRM TO / TELEPHONE (800) 432-1729

LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	This Formal Purchase Order was created in accordance with the departments request.						
	FURNISH: To provide subscription to Cloud based HR software and services to the City of Detroit, Contract term: 12/08/14-12/07/17						
	AMENDMENT 1: TO PROVIDE CHECK PRINTING SERVICES FROM 01/01/2016-06/30/2017 NOT TO EXCEED \$27,200.00						
	ORIGINAL CONTRACT AMOUNT \$8,997,768.00 + AMENDMENT #1 \$27,200.00 = NEW CONTRACT TOTAL OF \$9,024,968						
	The Individuals responsible for accepting performance under this Contract is Beth Niblock, who may be reached at, 313-224-9517.						
	The contact person from whom payment should be requested is Beth Niblock, who may be reached at, 313-224-9517.						
	TERMINATION OF CONTRACT: The City reserves the absolute right to terminate this contract in whole or in part for the convenience of the City at its sole discretion on thirty (30) days written notice to the vendor. At any time during the contract the City may terminate the agreement for reason of poor or deficient work performance, inability of the Contractor to supply trained competent technicians, or lack of service as described in this agreement by giving a 10-calendar day notice in writing. EITHER party may terminate the agreement by giving a 30- calendar day written notice to terminate.						
	TERMS: Net 30 days						

CONTRACTS AND PURCHASES BETWEEN THE VENDOR AND THE CITY OF DETROIT ARE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS INCLUDING, BUT NOT LIMITED TO, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION. THE CITY MAY TERMINATE THE CONTRACT FOR CAUSE OR CONVENIENCE. NO CHANGES EFFECTIVE UNLESS AGREED TO IN WRITING BY CONTRACT AMENDMENT. ONLY SUCH GOODS WILL BE PAID FOR AS COMPLY EXACTLY WITH WRITTEN DESCRIPTION. WHEN SHIPPED VIA COMMON CARRIER, MAIL SHIPPING NOTICE DIRECTLY TO RECEIVING POINT. CASH TERMS DATE FROM RECEIPT AND ACCEPTANCE OF GOODS AND CORRECT INVOICE. PATENTS-CONTRACTORS SHALL PROTECT AND INDEMNIFY AGAINST EXPENSE OF ANY NATURE, SHALL BEAR COST OF ANY SUITS WHICH MAY ARISE, AND SHALL PAY ALL DAMAGES WHICH MAY BE AWARDED AGAINST THE CITY FOR THE USE UNDER THIS SPECIFICATION OF ANY PATENTED DEVICE, PROCESS, APPARATUS, MATERIAL OR INVENTION. THE CITY RESERVES THE RIGHT TO AUDIT EMPLOYEE PAYROLL RECORDS TO VERIFY LABOR CHARGES UPON 72 HOURS NOTICE.

**Total** 9,024,968.00

*Bryce Jank*

PURCHASING DIRECTOR'S SIGNATURE  
 NOT VALID WITHOUT AUTHORIZED SIGNATURE

**FRC APPROVAL**

OCT 26 2014



CITY OF DETROIT  
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LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	Prices are firm.						
	<p>A valid invoice meets the following requirements:            Vendor Information: Full name of business, Federal Identification Number, unique invoice number, date of invoice, reference to City of Detroit purchase order number, part of item number (as referenced in the purchase order)</p> <p>Quantity and Pricing Information: Description of goods or services, part or item number (as referenced in the purchase order), quantity of goods or services provided, unit price of goods or services provided, part or item subtotal (quantity * unit cost), discount terms (if applicable)</p> <p>Delivery Information: Location and date of delivery of goods or services provided, delivery terms (as referenced in the purchase order agreement)</p> <p><b>INVOICING:</b>            All invoices submitted against the contract must include part or item numbers and part or item description, list price, and applicable discount. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the proper City Dept/Div/Personnel. Invoices must meet the following conditions for payment:            a) Price on invoice must correspond to the pricing listed on purchase order and/or contract.            b) Contractor must submit price lists in accordance with bid requirements.            c) Original invoice must be submitted to the appropriate City of Detroit Account's Payable Section.            d) Copy of invoice must be submitted to the department personnel identified</p>						
					<b>Total</b>	9,024,968.00	

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PURCHASING DIRECTOR'S SIGNATURE  
 NOT VALID WITHOUT AUTHORIZED SIGNATURE

**FRC APPROVAL**

OCI 2 • 2015



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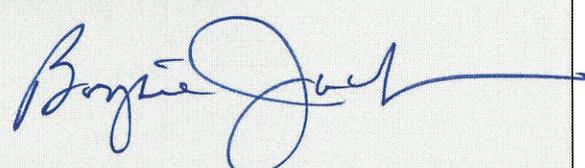
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	on the purchase order as being responsible for processing payment. If a department contact person is not listed on the purchase order the vendor shall request in writing, from the Purchasing Division the name and phone number of the contact person responsible for processing payment. Purchase Agreement Effective From: 08-DEC-14 To: 07-DEC-17					Amount Agreed: 9,024,968.00	

<p>CONTRACTS AND PURCHASES BETWEEN THE VENDOR AND THE CITY OF DETROIT ARE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS INCLUDING, BUT NOT LIMITED TO, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION • THE CITY MAY TERMINATE THE CONTRACT FOR CAUSE OR CONVENIENCE • NO CHANGES EFFECTIVE UNLESS AGREED TO IN WRITING BY CONTRACT AMENDMENT • ONLY SUCH GOODS WILL BE PAID FOR AS COMPLY EXACTLY WITH WRITTEN DESCRIPTION • WHEN SHIPPED VIA COMMON CARRIER, MAIL SHIPPING NOTICE DIRECTLY TO RECEIVING POINT • CASH TERMS DATE FROM RECEIPT AND ACCEPTANCE OF GOODS AND CORRECT INVOICE • PATENTS-CONTRACTORS SHALL PROTECT AND INDEMNIFY AGAINST EXPENSE OF ANY NATURE, SHALL BEAR COST OF ANY SUITS WHICH MAY ARISE, AND SHALL PAY ALL DAMAGES WHICH MAY BE AWARDED AGAINST THE CITY FOR THE USE UNDER THIS SPECIFICATION OF ANY PATENTED DEVICE, PROCESS, APPARATUS, MATERIAL OR INVENTION • THE CITY RESERVES THE RIGHT TO AUDIT EMPLOYEE PAYROLL RECORDS TO VERIFY LABOR CHARGES UPON 72 HOURS NOTICE.</p>	<p><b>Total</b> 9,024,968.00</p>  <p>PURCHASING DIRECTOR'S SIGNATURE          NOT VALID WITHOUT AUTHORIZED SIGNATURE</p>
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**Item 17 -- ITS**

**Information Technology Services**

2901809      100% City Funding – To provide checking printing services – Contractor: The Ultimate Software Group Inc., Location: 2000 Ultimate Way, Weston, FL 33326  
Contract Amount: **\$27,200.00**. This is a contract amendment to increase funds for this service. The overall contract value increases to \$9,024,968.00. Overall contract term remains unchanged, 12/08/14 – 12/07/17

**Costs budgeted to Quality of Life Fund, Acct. 3100-350072-0-628500-13824-0-0. Cost Center for ERP System budgeted at \$14,709,303.38. Encumbered Funds total \$8,657,088.25. Funds available indicated to be \$1,902,761.61 as of October 15, 2015.**

**This contract amendment is to add check printing services to the existing Ultimate Software Group Contract for the Cloud Based HR software and services. This was procured through Emergency Manager Order Number 39.**

**The city currently spends \$114,102.00 annually to print checks. This new agreement will significantly reduce that cost, and reduce the expense even further as the city transitions into a mandatory direct deposit policy.**

**AMENDMENT 1: TO PROVIDE CHECK PRINTING SERVICES FROM 01/01/2016 - 06/30/2017 NOT TO EXCEED \$27,200.00**

<b>ORIGINAL CONTRACT AMOUNT:</b>	<b>\$8,997,768.00</b>
<b>AMENDMENT #1:</b>	<b><u>+\$27,200.00</u></b>
<b>NEW CONTRACT TOTAL:</b>	<b>\$9,024,968.00</b>

**Breakdown of the not to exceed \$27,200.00**

Assumption: 7,000 checks per month

Cost: .20 per check

Initial Set-up Fee: \$2,000.00

Calculations based on Fiscal Years:

January 1, 2016 – June 30, 2016

Check Printing Cost: 42,000 checks X .20 = \$8,400.00

\$8,400.00 (check printing) + \$2,000.00 = **\$10,400.00**

July 1, 2016 – June 30, 2017

Check Printing Cost: 84,000 checks X .20 = **\$16,800.00**

**\$10,400.00 + \$16,800.00 = \$27,200.00**

**UltiPro Check Print Services (US)  
Supplement to the  
Professional Services Contract**

This Supplement (hereafter "Supplement") entered into this 27th day of August, 2015 ("Effective Date"); by and between The Contractor Group, Inc. (hereafter "Contractor") and City of Detroit (hereafter "City").

Whereas, Contractor and CITY entered into Professional Services Contract with an effective date of December 10, 2014 (hereafter "Agreement").

Whereas CITY has elected to have Contractor provide certain **UltiPro Check Print Services ("Services")** as more fully set forth on the attached Exhibit 1 which is incorporated by reference and made a part hereof.

Now therefore it is agreed as follows:

1. In consideration for the Fees set forth in paragraph 2 below, Contractor will, in conjunction with Payroll Services that Contractor provides to CITY, provide those Services outlined on Exhibit 1 only (hereafter the "Services").
2. CITY shall pay to Contractor the following Fees for the Services outlined on Exhibit 1.

**Check Print Services Fee Schedule - ("Fees")**

**a. Fees**

**Check/DDA**

\$ .30 per Check/DDA - for up to 1,000 per monthly print total  
\$ .25 per Check/DDA - for 1,001 - 5,000 per monthly print total  
\$ .20 per Check/DDA - for greater than 5,000 per monthly print total

**Handling/Split Package**

No charge for first 5 splits, \$4.00 per split thereafter - per Check Print Request

**Shipping**

City is responsible for all shipping charges, whether billed by Contractor as a pass through expense or direct billed to City via its own carrier. City shall have the option to use their own Fed Ex or UPS account number.

**Expedited Processing Fee - only if applicable and requested by City.**

\$200.00 per Check Print Request

- b. Subsequent to twenty-four (24) months from the Effective Date of this Supplement, Contractor reserves the right to increase the Fees herein pursuant to the increase provision as set forth in the Agreement.
  - c. Payment for the Services are invoiced on a monthly basis as such Fees are incurred and payment is due within thirty (30) days of City's receipt of invoice.
  - d. There will be \$2000.00 charge to CITY for the initial Contractor Standard Setup for the Services, however in the event any other services, including but not limited to a Custom check request by CITY, then CITY shall be provided with a fixed fee quote (plus travel or other expenses, if any) in providing the services. Said services will not be provided without a Work Order executed by both parties.
4. The term of this Supplement shall commence on the Effective Date of this Supplement and shall be coterminal with the Agreement.

Exhibit I

**Check Print Services Responsibilities**

**Contractor Responsibilities: During the term of this Supplement, Contractor shall:**

1. Print City's United States checks and/or Direct Deposit Advices ("DDA's") on a per Check Print Request basis and deliver or mail as requested by City.
  - i. **Standard Printing** - Each Check Print Request (defined as a group standard check export files from the UltiPro Software uploaded together into one request) that is received by 3PM in City's time zone will normally be printed and shipped the next business day. Each Check Export File received after 3PM in the City's time zone will normally be printed and shipped within two (2) business days.
  - ii. **Expedited printing** - Each Check Print Request (defined as a group standard check export files from the UltiPro Software uploaded together into one request) that is received by 12PM in City's time zone will normally (not guaranteed to) be printed and shipped the same business day. Check Export Files received after 12PM in City's time zone cannot be expedited. Any Expedited Check Print Request that is not shipped the same business day will not be charge the Expedited fee.
  - iii. **Delivery Methods Offered**  
First Class Mail (Direct mail to employees)  
UPS - Next Day Air & 2<sup>nd</sup> Day Air  
FedEx - Next Day Air & 2<sup>nd</sup> Day Air
2. For the purposes of this section, printing and delivery are applicable to business day's only (excluding Contractor holidays). Check Print Requests received by Contractor on a non-business day or an Contractor holiday shall be deemed to have been received on the following business day.
2. Contractor is not responsible for any pre-existing errors or similar matters arising prior to commencement of these Services by Contractor or for any errors that may occur in the event that Contractor is not provided with the necessary or accurate information by the CITY.
3. **City Notifications: City shall receive via email to its designated contact**  
Job Request Received - within thirty (30) minutes of Contractor receipt of Check Export File  
Job Shipped (including UPS/FedEx tracking number if based in shipping method selected) - day of shipment
4. City Support hours related to this Service are Monday - Friday 8:30AM - 5:30PM, City's time zone via City's designated City Support Representative.
5. Contractor shall have the right to subcontract some or all of the Services to an individual or entity located inside the United States, with prior written notice to City. No subcontracting shall release Contractor from its responsibility for its obligations under this Supplement. Contractor shall enter into confidentiality agreements with any such Subcontractor with provisions at least as restrictive as the confidentiality provisions between Contractor and City.

**CITY responsibilities: During the term of this Supplement, CITY shall:**

1. **Data remittance**  
City will provide the Check Export File to Contractor via the standard delivery methodology as required by Contractor. CITY acknowledges that the data and all information from the completed payroll from UltiPro will be the basis for the Services as provided for herein.
2. City shall assign a project manager to facilitate City's obligations pursuant to this Supplement. City shall promptly notify City's designated City Support representative in writing of any changes in the project manager or secondary liaison.
3. City will provide Contractor at least thirty (30) days prior written notice of any requested changes to City's then current check form.

People first.

4. Contractor will not be liable for any invalidity or inaccuracy caused by City. Contractor agrees to reprint checks and or DDA's containing erroneous results due to the fault of Contractor, provided City notifies Contractor in writing of the erroneous results within thirty (30) days of the completion of the applicable checks and or DDA's.
5. City is responsible for maintaining backup copies of data files it provides to Contractor and Contractor shall have no liability for any loss or damage caused by City's failure to maintain copies.
6. CITY agrees that it will timely respond to any and all requests made by Contractor. Contractor may amend or update the terms of this Supplement as reasonably determined by Contractor. Contractor shall provide City with ninety (90) days advanced written notice of any such change. In any event, Contractor shall make changes that are equivalent or better, not result in an increase in fees and will not downgrade the products or services offered to City as of the Effective Date of this Supplement.

**UltiPro Check Print Services (US)  
Supplement to the  
Professional Services Contract**

This Supplement (hereafter "Supplement") entered into this 27th day of August, 2015 ("Effective Date"), by and between The Contractor Group, Inc. (hereafter "Contractor") and City of Detroit (hereafter "City").

Whereas, Contractor and CITY entered into Professional Services Contract with an effective date of December 10, 2014 (hereafter "Agreement").

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**Check Print Services Fee Schedule - ("Fees")**

a. **Fees**

**Check/DDA**

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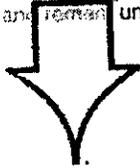
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\$200.00 per Check Print Request

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  - d. There will be \$2000.00 charge to CITY for the initial Contractor Standard Setup for the Services, however in the event any other services, including but not limited to a Custom check request by CITY, then CITY shall be provided with a fixed fee quote (plus travel or other expenses, if any) in providing the services. Said services will not be provided without a Work Order executed by both parties.
4. The term of this Supplement shall commence on the Effective Date of this Supplement and shall be coterminous with the Agreement.

**SIGN  
& DATE**

- 5. All other terms and conditions of the Agreement are incorporated by reference into this Supplement, made a part hereof, are reaffirmed and ~~remain~~ unchanged by this Supplement.



City of Detroit

By: *Beth Niblock*

Print Name: Beth Niblock

Beth Niblock

Title: CIO

Date: 10/12/15

The Ultimate Software Group, Inc.

By: *Robert Mann*

Print Name: ROBERT MANN

Title: VICE PRESIDENT

Date: 10/13/15

City of Detroit

By: *John Hill*

Print Name:

John Hill

Title:

Date: 10/13/2015

City of Detroit

By: *Boysie Jackson*

Print Name: Boysie Jackson

Title: CHIEF PROCUREMENT OFFICER

Date: 10/12/15

City of Detroit

By: *Denise Starr*

Print Name: Denise Starr

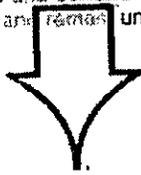
Denise Starr *Denise Starr*

Title: Director of Human Resources

Date: 8/31/2015

**SIGN  
& DATE**

5. All other terms and conditions of the Agreement are incorporated by reference into this Supplement, made a part hereof, are reaffirmed and remain unchanged by this Supplement.



City of Detroit

By: *Beth Niblock*

Print Name: Beth Niblock

Beth Niblock

Title: CIO

Date: 10/12/15

The Ultimate Software Group, Inc.

By: *Robert Manna*

Print Name: ROBERT MANNA

Title: VICE PRESIDENT

Date: 10/13/15

City of Detroit

By: *John Hill*

Print Name:

John Hill

Title:

Date: 10/13/2015

City of Detroit

By: *Boysie Jackson*

Print Name: Boysie Jackson

Title: CHIEF PROCUREMENT OFFICER

Date: 10/12/15

City of Detroit

By: *Denise Starr*

Print Name: Denise Starr

Denise Starr *Denise Starr*

Title: Director of Human Resources

Date: 8/31/2015



DETROIT  
CITY CLERK

2014 SEP 25 P 7 03

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**EMERGENCY MANAGER  
CITY OF DETROIT**

**ORDER No. 39**

**ORDER TO CREATE THE DEPARTMENT OF INNOVATION AND TECHNOLOGY**

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BY THE AUTHORITY VESTED IN THE EMERGENCY MANAGER  
FOR THE CITY OF DETROIT  
PURSUANT TO MICHIGAN'S PUBLIC ACT 436 OF 2012,  
KEVYN D. ORR, THE EMERGENCY MANAGER,  
ISSUES THE FOLLOWING ORDER:

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*Whereas*, on March 28, 2013, Michigan Public Act 436 of 2012 ("PA 436") became effective and Kevyn D. Orr became the Emergency Manager (the "EM") for the City of Detroit (the "City") with all the powers and duties provided under PA 436; and

Pursuant to Section 9(2) of PA 436, the EM "shall act for and in the place and stead of" the Detroit Mayor (the "Mayor") and the Detroit City Council (the "City Council"); and

Section 9(2) of PA 436 also grants the EM "broad powers in receivership to rectify the financial emergency and assure the fiscal accountability of the [City] and the [City's] capacity to provide or cause to be provided necessary governmental services essential to the public health, safety and welfare;" and

Section 9(2) of PA 436 prohibits, during the pendency of receivership, the Mayor and City Council from exercising "any of the powers of those offices except as may be specifically authorized by the [EM] or as otherwise provided by [PA 436] and are subject to any conditions required by the [EM];" and

Pursuant to Section 10(1) of PA 436, the EM may "issue to the appropriate local elected and appointed officials and employees, agents, and contractors of the local government the orders the emergency manager considers necessary to accomplish the purposes of this act;" and

Pursuant to Section 12(1)(b) of PA 436, "notwithstanding any charter provision to the contrary," the EM may "[a]mend, revise, approve, or disapprove the budget of the local government and limit the total amount appropriated or expended;" and

Section 12(1)(g) of PA 436 authorizes the EM, "notwithstanding any charter provision to the contrary," to "[m]ake, approve, or disapprove any appropriation, contract, expenditure, loan, the creation of any new position, or the filling of any vacancy in a position by any appointing authority;" and

Section 12(1)(i) of PA 436 authorizes the EM, "notwithstanding any charter provision to the contrary," and "[n]otwithstanding any minimum staffing level requirement established by charter or contract, [to] establish and implement staffing levels for the local government;" and

Section 12(1)(n) of PA 436 authorizes the EM, "notwithstanding any charter provision to the contrary," to "consolidate or eliminate departments of the local government or transfer functions from one department to another and appoint, supervise, and, at his or her discretion, remove administrators, including heads of departments other than elected officials;" and

Section 12(1)(ff) of PA 436 authorizes the EM, "notwithstanding any charter provision to the contrary," to "[r]emove, replace, appoint, or confirm the appointments to any office, board, commission, authority, or other entity which is within or is a components unit of the local government;" and

The EM, in consultation with the Mayor, has determined that it is necessary and appropriate to establish a centralized information technology management organization within the Information Technology Services Department, under the direction of the Chief Information Officer ("CIO"). Further, the EM believes that this addition is necessary to safeguard and assure information technology internal controls to help facilitate financial accountability, management and compliance of the City.

**It is hereby ordered that:**

1. All actions taken by the CIO under this order shall be taken under the supervision of, and with the approval of, the Mayor, or with respect to matters relating to the Bankruptcy Case or the Plan of Adjustment, under the supervision of, and with the approval of, the EM while he is in office.
2. The CIO is directed to establish a Department of Innovation and Technology (the "Department of DOIT"). The CIO shall be the director of the Department of DOIT. The Department of Information Technology Services shall become a division of the Department of DOIT. The Director and Deputy Director of the Department of Information Technology Services (the Director and Deputy Director of Data Processing under Section 230 of the Executive Organization Plan of the City) shall serve as the director and deputy director of the division of Information and Technology Services at the pleasure of the CIO.
3. The CIO shall have direct and indirect oversight of all information technology functions of the City including, but not limited to, the development, maintenance, and use of computer systems, software, and networks for the processing and distribution of data, including any

technology used for communications such as any mobile devices, accessories thereof; website design and deployment; hosting services; technology consulting services; and/or future innovations and advancements.

4. The CIO is directed to establish a centralized information technology organizational structure in the Department of DOIT. The Department of DOIT shall provide centralized management oversight, control and direction to all information technology related components of other City departments, divisions and agencies. The CIO shall have the power, with the consent of the Mayor, to appoint up to eight employees within the Department of DOIT who report to the CIO for purposes of carrying out the functions of the Department of DOIT and serve at the pleasure of the Mayor.
5. The CIO shall create organizational components within the Department of DOIT that support its mission. The CIO, as necessary, shall have the authority to create additional subordinate organizational components within the Department of DOIT and to select appropriate staff. The CIO shall have the ability to modify the responsibilities of the Division of Information Technology Services, its organization structure, and its name as part of this restructuring.
6. All information technology related positions in each of the City's departments, divisions and agencies shall report to the CIO. Each department, division and agency shall include in its annual budgets the full funding of all information technology related positions performing information technology functions.
7. The Budget Director shall take the steps necessary to carry out the purposes of this Order, including transferring related appropriations to Department of DOIT with the written approval of the Chief Financial Officer.
8. No department, division or agency may acquire or otherwise deploy any information technology without the express approval of the CIO. It is understood that department directors have a major role deciding whether the system application meets the programmatic requirements of a department, division or agency.
9. Notwithstanding any rule, regulation, policy, agreement, ordinance or practice to the contrary, all information technology projects and corresponding solicitations, request for invitations, request for proposals and any other type of procurement for information technology, shall be reviewed and approved by the CIO, in coordination with the Chief Financial Officer ("CFO"), prior to release for bids.
10. Notwithstanding any rule, regulation, policy, agreement, ordinance or practice to the contrary, the CIO, in coordination with the CFO, and with approval from the Mayor, has the authority to identify, negotiate, award, sign contracts, and procure new finance and human resource information technology management systems for the City, as well as, new public safety information technology solutions related to Enterprise Resource Planning, Computer Aided Dispatch and Human Resources Information Systems.

11. The CIO is directed to dedicate appropriate staff and resources to the City Council and its staff to ensure adequate information technology support. Such information technology staff shall be under the direction of City Council
12. Notwithstanding any City or human resources rule, regulation, policy, agreement, ordinance, or practice to the contrary, including but not limited to the City's Civil Service Rules, the CIO shall have the authority, with the approval of the CFO and in consultation with the Director of Human Resource Department:
  - a. Determine the placement of all information technology related positions, including the selection and removal of incumbents, within the Department of DOIT and other City departments, division and agencies;
  - b. Create or modify job titles, roles, responsibilities and positions in support of the City's information technology functions, within the Department of DOIT and other City departments, divisions and agencies; and
  - c. Make recruitment, hiring, retention, promotion, demotion, reassignment and any other related personnel decisions affecting the City's information technology functions within the Department of DOIT and other City departments, divisions and agencies.

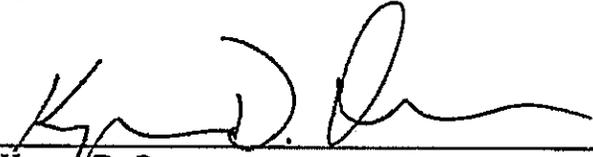
In all events, the CIO shall comply with the terms of applicable collective bargaining agreements and provide required notices to impacted employees and labor unions, if applicable.

13. Notwithstanding any City or human resource rule regulation, policy, agreement, ordinance or practice to the contrary, including, but not limited to, the City's Civil Service Rules, in consultation with the Human Resources Department, the CIO shall, create a new classification and compensation system for the positions under the authority of the CIO. The CIO shall have the authority to create compensation and salary schedules and to change said schedules based on future needs and compensation surveys to ensure competitive salaries for City information technology positions. In all events, the CIO shall comply with the terms of the applicable collective bargaining agreements and provide required notices to impacted employees and labor unions, if applicable.
14. The Human Resources Director shall file any employment position or new classification that is created on or after the date of this Order with the City Clerk and the Council on the 15th day of each month (or if such date is not a business day, the next succeeding business day), commencing on November 17, 2014. Such report shall include the compensation range of that employment position. Any new position that is created and filled shall be within available appropriations.
15. Nothing in this Order shall be interpreted as contrary to applicable law.
16. If any component of this Order is declared illegal, unenforceable, or ineffective by a court of competent jurisdiction, such component shall be deemed severable so that all other components contained in this Order shall remain valid and effective.

17. This Order shall be distributed to the Mayor, members of the City Council and all City Department Directors and Group Executives.
18. For transparency, the Executive Branch departments of the City described herein shall prepare a monthly report describing actions taken pursuant to this order on 15th day of each month (or if such date is not a business day, the next succeeding business day), commencing November 17, 2014. This report shall be filed with the City Clerk and City Council and posted on the City's website.

Dated: September ~~25~~<sup>25</sup>, 2014

By:

  
Kevyn D. Orr  
Emergency Manager  
City of Detroit

cc: State of Michigan Department of Treasury  
Mayor Michael Duggan  
Members of Detroit City Council  
City Department Directors and Group Executives

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

1. [Signature]  
Name

2. [Signature]  
Name

Contractor: The Ultimate Software Group, Inc.

By: [Signature]  
Name

Its: VICB PRESIDENT  
Title

Witnesses:

1. [Signature]  
Name

2. [Signature]  
Name

City of Detroit

By: [Signature]  
Name

ITS: Chief Information Officer CFO  
Title

THIS CONTRACT WAS APPROVED BY THE CIO, IN COORDINATION WITH THE CFO, AND WITH THE APPROVAL OF THE MAYOR, PURSUANT TO E.M. ORDER NO. 39 ON:

APPROVED BY LAW DEPARTMENT PURSUANT TO § 7.5-206 OF THE CHARTER OF THE CITY OF DETROIT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Director Date

\_\_\_\_\_  
Corporation Counsel Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED IN ACCORDANCE WITH EMERGENCY MANAGER ORDER NO. 39.**



Exhibit I

**Check Print Services Responsibilities**

**Contractor Responsibilities: During the term of this Supplement, Contractor shall:**

1. Print City's United States checks and/or Direct Deposit Advices ("DDA's") on a per Check Print Request basis and deliver or mail as requested by City.
    - i. **Standard Printing** - Each Check Print Request (defined as a group standard check export files from the UltiPro Software uploaded together into one request) that is received by 3PM in City's time zone will normally be printed and shipped the next business day. Each Check Export File received after 3PM in the City's time zone will normally be printed and shipped within two (2) business days.
    - ii. **Expedited printing** - Each Check Print Request (defined as a group standard check export files from the UltiPro Software uploaded together into one request) that is received by 12PM in City's time zone will normally(not guaranteed to) be printed and shipped the same business day . Check Export Files received after 12PM in City's time zone cannot be expedited. Any Expedited Check Print Request that is not shipped the same business day will not be charge the Expedited fee.
    - iii. **Delivery Methods Offered**  
First Class Mail (Direct mail to employees)  
UPS - Next Day Air & 2<sup>nd</sup> Day Air  
FedEx - Next Day Air & 2<sup>nd</sup> Day Air
- For the purposes of this section, printing and delivery are applicable to business day's only (excluding Contractor holidays). Check Print Requests received by Contractor on a non-business day or an Contractor holiday shall be deemed to have been received on the following business day.
2. Contractor is not responsible for any pre-existing errors or similar matters arising prior to commencement of these Services by Contractor or for any errors that may occur in the event that Contractor is not provided with the necessary or accurate information by the CITY.
  3. **City Notifications: City shall receive via email to its designated contact**  
Job Request Received – within thirty (30) minutes of Contractor receipt of Check Export File  
Job Shipped (including UPS/FedEx tracking number if based in shipping method selected) – day of shipment
  4. City Support hours related to this Service are Monday – Friday 8:30AM – 5:30PM, City's time zone via City's designated City Support Representative.
  5. Contractor shall have the right to subcontract some or all of the Services to an individual or entity located inside the United States, with prior written notice to City. No subcontracting shall release Contractor from its responsibility for its obligations under this Supplement. Contractor shall enter into confidentiality agreements with any such Subcontractor with provisions at least as restrictive as the confidentiality provisions between Contractor and City.

**CITY responsibilities: During the term of this Supplement, CITY shall:**

1. **Data remittance**  
City will provide the Check Export File to Contractor via the standard delivery methodology as required by Contractor. CITY acknowledges that the data and all information from the completed payroll from UltiPro will be the basis for the Services as provided for herein.
2. City shall assign a project manager to facilitate City's obligations pursuant to this Supplement. City shall promptly notify City's designated City Support representative in writing of any changes in the project manager or secondary liaison.
3. City will provide Contractor at least thirty (30) days prior written notice of any requested changes to City's then current check form.

USER NAME

PASSWORD

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[Create an Account](#)

# Entity Dashboard

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- Reports
- Service Contract Report
- BioPreferred Report
- Exclusions
- Active Exclusions
- Inactive Exclusions
- Excluded Family Members

RETURN TO SEARCH

ULTIMATE SOFTWARE GROUP INC, THE  
 DUNS: 197471514 CAGE Code: 538K4  
 Status: Active

1733 TAMBERWOOD TRL  
 SAINT PAUL, MN, 55125-3328,  
 UNITED STATES

Expiration Date: 04/22/2016  
 Purpose of Registration: All Awards

## Entity Overview

### Entity Information

**Name:** ULTIMATE SOFTWARE GROUP INC, THE  
**Business Type:** Business or Organization  
**POC Name:** Louis Carpentier  
**Registration Status:** Active  
**Activation Date:** 04/23/2015  
**Expiration Date:** 04/22/2016

### Exclusions

Active Exclusion Records? No

